

GENERAL RELEASE AND AGREEMENT

THIS GENERAL RELEASE AND AGREEMENT ("Agreement") is made this ____ day of _____, 2005 by and between _____ (hereinafter "Releasor") and the Office for Domestic Preparedness, United States Department of Homeland Security (hereinafter referred to as "ODP").

WHEREAS, ODP is offering the First Responders Training Course ("Training Course") in Anniston, Alabama, to all persons involved in law enforcement and fire and emergency medical personnel for the purpose of developing emergency response skills to address incidents of terrorism and use of weapons of mass destruction; and

WHEREAS, Releasor wishes to participate in the Training Course from _____ to _____; and

WHEREAS, ODP, at its own cost and expense, has agreed to provide to Releasor with all training, materials, room, board, meals and other necessities while in attendance at the Training Course, as well as transportation to and from Anniston for the purpose of Releasor's participation in said Training Course, provided that the Releasor enters into this Agreement releasing ODP from any and all claims and causes of action the Releasor has or may have from the beginning of all time through any time in the future which may arise from Releasor's participation in said Training Course.

NOW THEREFORE, in consideration as set forth herein, the value and sufficiency of which is hereby acknowledged, the Releasor, intending to be legally bound, agrees as follows:

1. Release. Releasor agrees, for him/herself, his or her heirs, legal representatives, successors and/or assigns, to remise, release, forgive, acquit, satisfy, and forever discharge ODP from any and all manner of actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever, which said Releasor, his or her heirs, legal representatives, successors and/or assigns has ever had, now has, or may in the future have, known or unknown, from the beginning of all time or in the future against the ODP arising directly or indirectly out of the Training Course, including, but not limited to, actions sounding in breach of contract, negligence or any other tort.

2. No Admission. The Releasor expressly understands that nothing in this Agreement shall be construed as an admission of liability on the part of ODP, nor shall anything in this Agreement be construed or be admissible in any proceeding as evidence of or an admission by ODP of any violation of its policies, procedures, state, federal, and/or local laws or regulations.

3. Understanding. The Releasor hereby acknowledges that s/he fully understands the terms and conditions of this Release and that s/he warrants his/her capacity to agree to and to execute this Release.

4. Entire Agreement. The entire Agreement of the Releasor and ODP is stated herein and no other representations, either oral or in writing, have been made which are not expressly set forth herein.

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5. Severability. In case any provision or part of this Agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such item, nor the validity of any other term of this Agreement shall be in any way affected hereby, and this Agreement shall be enforced in its present form as may be modified by a court of competent jurisdiction.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia. Any action arising under the terms and conditions of this Agreement shall be filed in a court of competent jurisdiction in the District of Columbia.

7. Counterparts. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I SIGN THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Date

Releasor's Name

Releasor's Signature

Witness